

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND**

EDWARD CROTTY,

Plaintiff,

v.

SUFFERN MIDGET MOUNTIES FOOTBALL
& CHEERLEADING ASSOCIATION, INC.;
POP WARNER LITTLE SCHOLARS, INC.;
JOSEPH F. NAPPO; AND SUFFERN
BASEBALL LEAGUE, INC.,*Defendants.*

Index No.

VERIFIED COMPLAINT**JURY TRIAL DEMANDED**

Plaintiff Edward Crotty, by his attorneys Weitz & Luxenberg PC, brings this action against Suffern Midget Mounties Football and Cheerleading Association, Inc., Pop Warner Little Scholars, Inc., Suffern Baseball, Inc., and Joseph Nappo alleging, on personal knowledge as to himself and on information and belief as to all other matters, as follows:

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the Defendants pursuant to CPLR 301 and 302, in that the Defendants reside in New York.
2. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

3. Venue for this action is proper in the County of Rockland pursuant to CPLR 503 in that one or more Defendants reside in this County and a substantial part of the events and omissions giving rise to the claim occurred in Rockland County.

PARTIES

4. Plaintiff Edward Crotty (“Plaintiff”) is an individual residing in Seminole County, Florida.

5. Defendant Midget Mounties Football & Cheerleading Association, Inc. (“Midget Mounties”) is a corporation organized and existing under the laws of the State of New York, with its principal office in Suffern, Rockland County, New York.

6. Defendant Pop Warner Little Scholars, Inc. (“Pop Warner Football”) is a corporation organized and existing under the laws of the State of Pennsylvania, with its principal office at 586 Middletown Boulevard, Suite C-100, Langhorne, Bucks County, Pennsylvania.

7. At all relevant times, Defendants Midget Mounties and Pop Warner Football oversaw, managed, controlled, directed and operated the Midget Mounties Football Program in Suffern, Rockland County, New York.

8. At all relevant times, Defendants Midget Mounties and Pop Warner Football managed, supervised, employed, directed and/or controlled all coaches working for the Midget Mounties Football Program including Defendant Joseph Nappo.

9. At all relevant times, coaches working for the Midget Mounties Football Program were agents, managers, directors, or employees of Defendants Midget Mounties and Pop Warner Football.

10. Defendant Suffern Baseball, Inc., formerly known as Babe Ruth League of Suffern, Inc. (“Suffern Little League”) is a corporation organized and existing under the laws of the State of New York, with its principal office in Suffern, Rockland County, New York.

11. At all relevant times, Defendants Suffern Little League oversaw, managed, controlled, directed and operated the Suffern Little League Baseball Program in Suffern, Rockland County, New York.

12. At all relevant times, Defendants Suffern Little League managed, supervised, employed, directed and/or controlled all coaches working for the Suffern Little League Baseball Program including Defendant Joseph Nappo.

13. At all relevant times, coaches working for the Suffern Little League Baseball Program were agents, managers, directors, or employees of Defendant Suffern Little League.

14. Defendant Joseph Nappo is an individual residing in Rockland County, New York.

FACTS COMMON TO ALL CLAIMS

15. Plaintiff and his family were residents of Suffern, New York in Rockland County when he was a child.

16. Plaintiff was enrolled as a young child in the Midget Mounties Football Program and Suffern Little League Baseball Program in Suffern, New York.

17. During the times relevant to the allegations set forth herein, Defendants Midget Mounties and Pop Warner Football were responsible for overseeing, managing, controlling, directing and operating the Midget Mounties Football Program.

18. During the times relevant to the allegations set forth herein, Defendant Suffern Little League was responsible for overseeing, managing, controlling, directing and operating the Suffern Little League Baseball Program.

19. Defendant Joseph Nappo was a Coach employed and authorized by Defendants Midget Mounties, Pop Warner Football, and Suffern Little League.

17. Through his position at, within, or for the other Defendants, Defendant Joseph Nappo was put in direct contact with Plaintiff, a young child in the Midget Mounties Football and Suffern Little League Programs.

18. In approximately 1970, Plaintiff was enrolled in the Midget Mounties Football and Suffern Little League Baseball Programs.

19. In 1970, when Plaintiff was approximately eleven years of age, he was sexually abused by Defendant Joseph Nappo who was his coach in the Midget Mounties Football and Suffern Little League Baseball Programs.

20. Defendant Joseph Nappo used encounters, gained through his coaching position at the Midget Mounties Football and Suffern Little League Baseball Programs, which granted him

access to Defendants' minor participants, when Plaintiff was approximately eleven years of age, to sexually assault, sexually abuse, and/or have sexual contact with Plaintiff in violation of the laws of the State of New York.

21. Defendant Joseph Nappo continued to sexually abuse Plaintiff for approximately three years until 1973.

22. At all times material hereto, Defendant Joseph Nappo was under the management, supervision, employ, direction and/or control of Defendants Midget Mounties, Pop Warner Football, and Suffern Little League.

23. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League Baseball knew, and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Defendant Joseph Nappo who sexually abused Plaintiff.

24. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League had the responsibility to manage, supervise, control and/or direct coaches who participated in the Midget Mounties Football and Suffern Little League Baseball Programs, and specifically had a duty not to aid pedophiles such as Defendant Joseph Nappo by assigning, maintaining, and/or appointing them to positions with access to minors.

25. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League had a duty to the Plaintiff to ensure that Defendants Midget Mounties, Pop Warner Football, and Suffern Little League Baseball did not offer opportunities for pedophiles to approach and assault vulnerable minor participants. Defendants Midget Mounties, Pop Warner Football, and Suffern

Little League knew and/or should have known that Defendant Joseph Nappo used his coaching position in the Midget Mounties Football and Suffern Little League Baseball Programs to harm minor children, including Plaintiff, and to form an acquaintance that could be, and was, used to provide opportunities for sexual abuse.

26. Plaintiff suffered personal physical and psychological injuries and damages as a result of Defendants' actions, as well as other damages related thereto, as a result of his childhood sexual abuse.

27. As a direct result of Defendants' conduct described herein, Plaintiff suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity. As a victim of Defendants' sexual abuse, Plaintiff is unable at this time to fully describe all of the details of that abuse and the extent of the harm he suffered as a result.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Negligent Hiring/Retention/Supervision/Direction

(As to Defendants Midget Mounties, Pop Warner Football, and Suffern Little League)

28. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

29. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League at all relevant times represented or otherwise indicated to parents of participants in the Midget Mounties Football and Suffern Little League Baseball Programs that minor children would be physically safe while in the presence of coaches assigned to said programs. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League Baseball entered into an express and/or implied duty to provide that when Plaintiff was a minor and left in the presence of a coach with Midget Mounties Football and/or Suffern Little League Baseball Program Plaintiff would be kept reasonably safe and that that a coach would not sexually abuse Plaintiff.

30. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League owed a duty of care to all minor persons, including Plaintiff, who were likely to come in contact with Defendant Joseph Nappo or were under the supervision of Defendant Joseph Nappo, to ensure that Defendant Joseph Nappo did not use his assigned position to injure minors by sexual assault, sexual abuse, or sexual contact in violation of the laws of the State of New York.

31. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League knew or should have known of Defendant Joseph Nappo's propensity for the conduct which caused Plaintiff's injuries prior to, or about the time of, the injuries' occurrence.

32. The sexual abuse of children by adults, including coaches, is a foreseeable result of negligence.

33. Defendant Joseph Nappo sexually assaulted, sexually abused and/or had sexual contact with Plaintiff while assigned to the Midget Mounties Football and Suffern Little League Baseball Programs.

34. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League negligently hired, retained, directed, and supervised Joseph Nappo as they knew or should have known that Defendant Joseph Nappo posed a threat of sexual abuse to children.

35. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League were negligent in failing properly to supervise Defendant Joseph Nappo.

36. At all times material hereto, Defendants Midget Mounties, Pop Warner Football, and Suffern Little League were willful, wanton, malicious, reckless and/or outrageous in their disregard for the rights and safety of Plaintiff.

37. As a direct and proximate result, Plaintiff has suffered and will continue to suffer the injuries described herein.

38. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally, and/or in the alternative, for compensatory damages, and punitive damages, together with interest and costs.

SECOND CAUSE OF ACTION

Negligence/Gross Negligence

(As to Defendants Midget Mounties, Pop Warner Football, and Suffern Little League)

39. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

40. At all times material hereto, with regard to the allegations contained herein, Defendant Joseph Nappo was under the supervision, employ, direction and/or control of Defendants Midget Mounties, Pop Warner Football, and Suffern Little League.

41. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League owed Plaintiff, at the relevant times, a minor, a duty to protect him from Defendant Joseph Nappo's sexual deviancy and the consequent damages, both prior to and/or subsequent to Defendant Joseph Nappo's misconduct.

42. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League knew, or were negligent in not knowing, that Defendant Joseph Nappo posed a threat of sexual abuse to children.

43. The acts of Defendant Joseph Nappo described hereinabove were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his respective employment, appointment, assignment, and/or agency with Defendants Midget Mounties, Pop Warner Football, and Suffern Little League.

44. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League's willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damage set forth herein at length.

45. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League gave improper or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others; failed adequately to supervise the activities of Defendant Joseph Nappo; permitted, and/or intentionally failed and/or neglected

to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or employees, with instrumentalities under their control; and allowed the acts of omission and/or commission and/or any or all of the allegations set forth in this Complaint, to occur.

46. At all times material hereto, Defendants Midget Mounties, Pop Warner Football, and Suffern Little League were willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff, which amounted to conduct equivalent to criminality.

47. As a direct and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

48. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to the Plaintiff for compensatory damages, and punitive damages, together with interest and costs.

THIRD CAUSE OF ACTION

Breach of Non-Delegable Duty

(As to Defendants Midget Mounties, Pop Warner Football, and Suffern Little League)

49. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

50. Plaintiff, when she was a minor, was placed in the care and supervision of the Defendants Midget Mounties, Pop Warner Football, and Suffern Little League for the purposes of,

inter alia, providing Plaintiff with a safe environment in which to participate in athletic, youth, and recreational activities. There existed a non-delegable duty of trust between Plaintiff and Defendants.

51. Plaintiff was a vulnerable child when placed within the care of the Defendants Midget Mounties, Pop Warner Football, and Suffern Little League.

52. As a consequence, Defendants Midget Mounties, Pop Warner Football, and Suffern Little League were in the best position to prevent Defendant Joseph Nappo's sexual abuse of Plaintiff, to learn of that sexual abuse of Plaintiff and stop it, and to take prompt steps to provide that Plaintiff received timely therapy to address the harm Plaintiff suffered resulting from Defendant Joseph Nappo's sexual abuse of Plaintiff. Such prompt steps would have mitigated the extent of lifetime suffering Plaintiff has had to endure.

53. By virtue of the fact that Plaintiff was sexually abused as a minor child entrusted to the care of the Defendants Midget Mounties, Pop Warner Football, and Suffern Little League, Defendants Midget Mounties, Pop Warner Football, and Suffern Little League breached their non-delegable duty to Plaintiff.

54. At all times material hereto, Defendant Joseph Nappo was under the supervision, employ, direction and/or control of Defendants Midget Mounties, Pop Warner Football, and Suffern Little League.

55. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

56. By reason of the foregoing, Defendants Midget Mounties, Pop Warner Football, and Suffern Little League, jointly, severally and/or in the alternative, are liable to the Plaintiff for compensatory damages, and punitive damages, together with interest and costs.

FOURTH CAUSE OF ACTION

Breach of Fiduciary Duty

(As to Defendants Midget Mounties, Pop Warner Football, and Suffern Little League)

57. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

58. While he was a minor, Plaintiff was entrusted by her parents to the control and supervision of Defendant Joseph Nappo, a coach of the Defendants Midget Mounties, Pop Warner Football, and Suffern Little League. During the times that Plaintiff was entrusted to Defendant Joseph Nappo, Defendant Joseph Nappo was under the supervision and control of Defendants Midget Mounties, Pop Warner Football, and Suffern Little League.

59. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendants Midget Mounties, Pop Warner Football, and Suffern Little League. This relationship is based on the entrustment of the Plaintiff while he was a minor child to the care and supervision of the Defendants Midget Mounties, Pop Warner Football, and Suffern Little League. This entrustment of the Plaintiff to the care and supervision of the Defendants Midget Mounties, Pop Warner Football, and Suffern Little League, while Plaintiff was a minor child, required these Defendants to assume a fiduciary relationship and to act in the best interests of the Plaintiff and to protect him due to his infancy and vulnerability.

60. Pursuant to their fiduciary relationship, Defendants Midget Mounties, Pop Warner Football, and Suffern Little League were entrusted with the well-being, care, and safety of Plaintiff.

61. Pursuant to their fiduciary relationship, Defendants Midget Mounties, Pop Warner Football, and Suffern Little League assumed a duty to act in the best interests of Plaintiff.

62. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League breached their fiduciary duties to Plaintiff.

63. At all times material hereto, Defendants Midget Mounties, Pop Warner Football, and Suffern Little League were willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff.

64. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

65. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and punitive damages, together with interest and costs.

FIFTH CAUSE OF ACTION**Negligent Infliction of Emotional Distress**

(As to Defendants Midget Mounties, Pop Warner Football, and Suffern Little League)

66. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

67. As described above, the actions of Defendants Midget Mounties, Pop Warner Football, and Suffern Little League, their predecessors and/or successors, agents, servants and/or employees were conducted in a negligent and/or grossly negligent manner.

68. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League's actions endangered Plaintiff's safety and caused him to fear for his own safety.

69. As a direct and proximate result of Defendants Midget Mounties, Pop Warner Football, and Suffern Little League's actions and/or inactions, which included but were not limited to negligent and/or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein, including but not limited to mental and emotional distress.

70. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

SIXTH CAUSE OF ACTION

Breach of Duty *in Loco Parentis*

(As to Defendants Midget Mounties, Pop Warner Football, and Suffern Little League)

71. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

72. While she was a minor, Plaintiff was entrusted by her parents to the control and supervision of Defendants Midget Mounties, Pop Warner Football, and Suffern Little League. During the times that Plaintiff was entrusted to Defendant Joseph Nappo, Defendant Joseph Nappo was under the supervision and control of Defendants Midget Mounties, Pop Warner Football, and Suffern Little League. These Defendants owe – and owed – a duty to children entrusted to them to act *in loco parentis* and to prevent foreseeable injuries.

73. Defendants Midget Mounties, Pop Warner Football, and Suffern Little League breached their duty to act *in loco parentis*.

74. At all times material hereto Defendants Midget Mounties, Pop Warner Football, and Suffern Little League's actions were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

75. As a direct result of Defendants Midget Mounties, Pop Warner Football, and Suffern Little League's conduct, Plaintiff has suffered the injuries and damages described herein.

76. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

SEVENTH CAUSE OF ACTION

Sexual Abuse

(As to Defendant Joseph Nappo)

77. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

78. Defendant Joseph Nappo did sexually assault, sexually abuse, and/or have sexual contact with Plaintiff in violation of the laws of the State of New York.

79. By sexually assaulting, sexually abusing, and/or having sexual contact with Plaintiff, Defendant Joseph Nappo placed Plaintiff in imminent and reasonable apprehension of harmful and offensive contact.

80. By sexually assaulting, sexually abusing, and/or having sexual contact with Plaintiff, Defendant Joseph Nappo acted so as to cause unjustified, harmful and offensive physical contact with Plaintiff.

81. As a direct result of Defendants' conduct Plaintiff has suffered the injuries and damages described herein.

82. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

EIGHTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(As to Defendant Joseph Nappo)

83. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

84. Defendant Joseph Nappo's actions endangered Plaintiff's safety and caused him to fear for his own safety.

85. As a direct and proximate result of Defendant Joseph Nappo's actions Plaintiff suffered severe injuries and damages described herein; including but not limited to mental and emotional distress.

86. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and punitive damages, together with interest and costs.

WHEREFORE Plaintiff, demands judgment against the Defendants on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proved at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; extent permitted by law;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding costs and fees of this action, including attorneys' fees to the extent permitted by law;
- D. Awarding prejudgment interest to the extent permitted by law;
- E. Awarding such other and further relief as to this Court may seem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: August 14, 2019

New York, New York

Respectfully Submitted,

/s/ Samantha Breakstone
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ATTORNEY'S VERIFICATION

STATE OF NEW YORK)

) SS:

COUNTY OF ROCKLAND)

I, the undersigned, am an attorney admitted to practice in the Courts of New York State, and say that:

I am the attorney of record or of counsel with the attorney(s) of record for the plaintiff.

I have read the annexed SUMMONS AND VERIFIED COMPLAINT and know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief. As to those matters, I believe them to be true. My belief, as to those matters therein not stated upon knowledge is based upon the following:

Interviews and/or discussions held with the plaintiff(s) and papers and/or documents in the file.

The reason I make this affirmation instead of the plaintiff is because said plaintiff resides outside the county from where your deponent maintains his office for the practice of law.

Dated: New York, NY
August 14, 2019



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